

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

श्री कलदेवी देवकी माता

सि. नं. १४४, एम. जी. रोड, एस. ए. रोड, ए. ए. रोड, ए. ए. रोड

मुंबई-२३, फोन: २२८७ ५७५५

परवानाधारक मुद्रांक विक्रेता 26 OCT 2007

AU 464320

परवाना क्रमांक नं. २०७

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क्रमांक: दिनांक

M/s/Mrs/Mr Dhiren S. Shah & others

परवानाधारक मुद्रांक विक्रेता

GENERAL STAMP OFFICE, Mumbai.

महाराष्ट्र MAHARASHTRA

27 OCT 2007

PROPER OFFICER

Shri. P. Y. Vardham

ONE SIDED DEED OF DECLARATION

THIS ONE SIDED DEED OF DECLARATION is made and entered into at Mumbai on this 29th day of October 2007 by Mr. Dhiren Surendra Shah, Mr. Shrikant Surendra Shah & Piyus Surendra Shah, an adults, Indian Inhabitants of Mumbai, presently residing at T.A., Gokul Niwasi, S. Chawpatty, Santalga, Mumbai, hereinafter referred to as "the TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and assigns) of the PARTY OF THIS DEED.

WHEREAS by Agreement dated 27th January 1988, Mr. Warotilandas Godaji Shah as Proprietor of M/s. Godaji Dosh & Co. thereafter referred to as "the Transferor" had sold & transferred the office bearing No. 4, on the 1st floor, admeasuring 230 sq. fts. Built-up area, in the building known as "TEN DHANJI STREET PREMISES CO-OP. SOC. LTD", situated at 10, Dhanji Street, Mumbai-400 005 bearing C.S No. 1425, division:- Bhuleshwar and more particular described in the SCHEDULE of the Property hereunder:



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2007

Handwritten signatures and initials: P.S.S., S.S.S.

भारतीय गैर न्यायिक

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STAMP OFFICE, MUMBAI
V. No.: 207.
महाराष्ट्र MAHARASHTRA
22 OCT 2007
OPER OFFICER

सीमल ए.एस.पी. फार्म, फ्लॉर १,
१४४, एम. जी. रोड, एम्बेल्ड्ड मॅन्शन, काळा घोडे
मुंबई-२३, फोन: 2287 5755

परवानाधारक मुद्रांक विक्रेता
परवाना क्रमांक नं. २०७

AU 464319

26 OCT 2007

क्रमांक _____ शिर्षक _____

M/s/Mrs/Mr Dhiren S

Shah & others

संबंधित व्यक्तिगत मुद्रांक पेपर विकला

P. Y. Vardham

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WHEREAS the Stamp Duty for the said Agreement dated 27th January, 1988 had been duly paid under the "Amnesty Scheme" as per the Stamp Act and the said Agreement is pending for the Registration.



NOW WHEREAS the said Agreement dated 27th January, 1988 has been duly adjudicated in Amnesty Scheme as per the Stamp Act

The Transferees/Confirming Party by this Deed of Confirmation confirm the said Agreement dated 27th January, 1988 which is Annexed and Marked as Exhibit "A".

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NOW THIS INDENTURE WITNESSETH AS UNDER :

1. That the Transferees/Confirming Party herein was handed

PS

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over Agreement dated 27th January, 1988 by the Transferors, Mr. Narottamdas Godaji Shah as Proprietor of M/s. Godaji Doshi & Co. and failed to appear before the Sub-Registrar of Assurances. Therefore, today by this Deed of Confirmation the Transferees/Confirming Party confirm this Deed on the same terms & conditions mentioned in the Agreement dated 27th January, 1988.

2. That the Confirming Party/Transferees appear before the Sub-Registrar of Assurances, with this Deed of Confirmation to register the said Agreement dated 27th January, 1988 as it has been executed today and presented the same for Registration as per the Registration of Document Act, within the time limit of the said for the purpose of Registration to confirm the Registration of this Deed.

IN WITNESS WHEREOF the Party has set subscribed the hands, the signatures on the day, month and year first hereinafter written.



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THE SCHEDULE OF THE PROPERTY ABOVE :

OFFICE BEARING NO. 4, ON THE 1ST. FLOOR, ADMEASURING 230 SQ. FTS. BUILT-UP AREA, IN THE BUILDING KNOWN AS "TEN DHANJI STREET PREMISES CO-OP. SOC. LTD". SITUATED AT 10, DHANJI STREET, MUMBAI-400 003 BEARING C.S NO. 1425, DIVISION:- BHULESHWAR. ALONGWITH 5 fully paid up shares of Rs.50/- each bearing distinctive Nos. 126 to 135 (Both inclusive) allotted by "TEN DHANJI STREET PREMISES CO-OP. SOC. LTD"., consisting of Ground plus first Floor. The Building is constructed in the year 19..... There is no lift facility in the building.

SIGNED SEALED AND DELIVERED
 By the within named TRANSFEREES)
 CONFIRMING PARTY)
 Mr. Dhiren Surendra Shah,
 Mr. Shrikant Surendra Shah
 & Piyus Surendra Shah ,
 In the presence of

DSS Shah
Shrikant
Piyus

1. Surendra shah
2. Sunil more

Shrikant
Shrikant

Ten Dhanji Street Premises Co-Operative Society Ltd.

BOM/GEN/945 dt. 17-12-1976

1st Floor, 10 Dhanji Street,
BOMBAY-400 003.

Date: 25.10.2007

TO WHOMSOEVER IT MAY CONCERN

We certify that MR.DHIREN SURENDRA SHAH, MR.SHRIKANT SURENDRA SHAH & MR.PIYUSH SURENDRA SHAH are the owners of Shop No.4, 1st floor situated at 10, Dhanji Street, premises Co-operative Society Ltd.

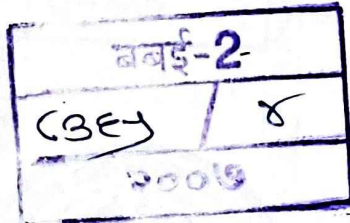
The said shop is having an area admeasuring 230 Sq.ft. The said building's C.T.S. No. is 777-78 & 1425. The year of formation of our society is 1977 and year of construction of our building is 1917. It is one storey building without lift.



For TEN DHANJI STREET PREMISES
CO-OPERATIVE SOCIETY LTD.

for Ten Dhanji Street Premises
Co-op. Society Ltd.

Nitin S. Soni
SECRETARY
(NITIN S. SONI.)



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25 JAN 1988

D. L. SUKHADIA,
SPECIAL EXECUTIVE MAGISTRATE,
Maheshwar J. No. 1,
92, Santacruz Road,
Santacruz (W), Bombay-54.



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ANNEXURE IS NOT REGISTERED

ARTICLES OF AGREEMENT made at Bombay this
 27th day of January 1988 between Mr. Narottamas
 Godadji Shah as Proprietor of MESSRS. GODADJI DOSHI
 & CO., having their office on the 1st Floor of
 10, Dhanji Street, Bombay 400 003 hereinafter
 referred to as the 'TRANSFEROR' (which expression
 shall unless it be repugnant to the context or
 meaning thereof mean and include his heirs, executors,
 administrations) of the One Part and

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Shah
Shah

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- x D.S.S. Shah.
- x P.S. Shah.

(1) DHIREN SURENDRA SHAH (2) SHRIKANT SURENDRA SHAH and
 (3) PIYUS SURENDRA SHAH, all of Bombay Indian Inhabitants
 residing at :- 'Rekha' Building, Ridge Road, Walkeshwar,
 BOMBAY 400 006, hereinafter called the 'TRANSFEREES' (which
 expression shall unless it be repugnant to the context or
 meaning thereof mean and include their respective heirs,
 executors and administrators) of the Other Part.

D. S. Shah
 S. S. Shah.
 P. S. Shah.

[Handwritten signature]

WHEREAS the Transferors are the member of Ten Dhanji
 Street Premises Co-operative Society Limited (hereinafter
 referred to as the Society) holding Ten shares of Rs.50/-
 comprised in share Certificate No. 015 bearing distinctive
 Nos. 126 to 135, pertaining to Room No. 4 on 1st Floor,
 addmeasuring 230 Sq. Feet. Approx.

AND WHEREAS as such member of the said Society the
 Transferors are in exclusive use, enjoyment, possession and
 occupation of the Office No. 4 (Four) situated at 10 Dhanji
 Street, Bombay 400 003 of the Society's Building (herein-
 after referred to as the said Office No. 4 (Four) and is also
 using the same without any interruption from any one else.

AND WHEREAS accordingly the Transferor is the sole and
 absolute owner of the said Office No. 4(Four) only and the
 said Ten shares of Rs.50/- each bearing Nos. 126 to 135 and
 apart from him nobody else has any share, right, title and
 interest whatsoever therein or in any part thereof.

AND WHEREAS the Transferor here, represents that the
 said Office No. 4 (Four) is free from all encumbrances,
 mortgages, litigations and attachments either, before or
 after judgement and that no agreement of any nature
 whatsoever in respect of the said Office No. 4 (Four) is
 entered into by him with any one else either for sale or
 otherwise.

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AND WHEREAS the Transferor has now agreed to sell, assign and transfer unto the Transferees his share, right, title and interest in the said Office No. 4 (Four) together with the occupancy rights in respect of the said Office No. 4 (Four) at or for the price of Rs.4,50,000/- (Rupees Four Lakhs Fifty Thousands only) and upon certain terms and conditions herein mentioned.

AND WHEREAS the parties hereto are now desirous of recording the Terms and Conditions as hereinafter appearing :

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

(1) The Transferor hereby agrees to sell, assign and transfer unto the Transferees and the Transferees hereby agree to purchase and acquire from the Transferor Ten shares of Rs.50/- each bearing distinctive Nos. 126 to 135 held by the Transferor in the said Society, free from all encumbrances and liabilities and the right, title and interest of the Transferor in the said Society as also the occupancy rights in respect of the said office No. 4(Four) in Buildings known as "TEN DHANJI STREET PREMISES" as an incidental thereto on as and where is basis at or for the lump sum price of Rs.4,50,000/- (Rupees Four lakhs fifty thousands only) be paid by the Transferees in equal ratio to the Transferor as follows :-

(a) a sum of Rs.1,50,000/- (Rupees One Lakh Fifty thousand only) as deposit or earnest money on execution of this agreement (the payment and receipt whereof the Transferor doth hereby admit and acknowledge)

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(b) and a balance sum of Rs.3,00,000/- (Rupees Three Lakhs only) to be paid by the Transferees to the Transferor within one month from this Agreement.

(2) Upon receipt of the full consideration moneys referred to hereinabove the Transferor :-

(i) shall handover to the Transferees the Transfer Form duly signed by him, the Transferor as regards the transfer of the said Ten shares of Rs.50/- each and all other necessary papers, letters and documents required for effectively transferring the said five shares by the Transferor to the Transferees,

(ii) shall surrender his occupancy rights in respect of the said Office No. 4 (Four) in favour of the Transferees subject to the said Society allotting the said Office No. 4 (Four) to and in favour of the Transferees herein,

(iii) the transferee has inspected the premises pertaining to the above mentioned share certificate, bearing share Nos. 126 to 135 in the above society for office Room No. 4 (Four) and have agreed to purchase the said shares with rights attached thereto on as and where is basis.

(iv) shall tender his resignation as a member of said the Society,

(v) shall cause the said Society to enrol the Transferees as the member of the said Society in place and stead of the Transferor,

(vi) shall cause the said Society to transfer all the deposits pertaining to share certificate lying with the said Society in the names of the Transferees in the records of the said Society.

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[Handwritten Signature]

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(3) As an incidental to the transfer of the said shares the Transferor shall also transfer to the Transferees his occupancy rights in respect of the said Office No. 4 (Four) and other incidental rights and benefits in respect thereof. Upon payment of full consideration moneys the Transferees will have absolute right to use, occupy, possess and enjoy the said Office No. 4 (Four) and other rights and benefits in respect thereof.

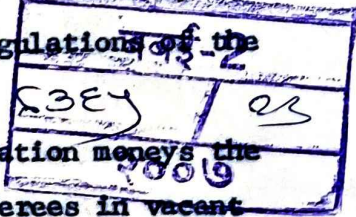
(4) The Transferor declares that the said Ten shares and his occupancy rights in respect of the said Office No. 4 (Four) are free from all encumbrances, mortgages, c-harges, litigations and attachment either, before or after judgment.

The Transferor declares and covenants that all the taxes and outgoings in respect of the said office No. 4 (Four) has been paid by the Transferor upto 31st March, 1988. The said taxes and outgoings in respect of the said office No. 4 (Four) with effect from 1st April, 1988 shall be ~~to be~~ and paid by the Transferees.

(6) The Transferees hereby agreed to become the member of the said Society in place and stead of the Transferor and for the purpose agree to sign without any objection the necessary applications, forms and other papers as may be required by the said Society.

The Transferees hereby also agree to abide by and perform the byelaws, rules and regulations of the said Society.

(7) Upon receipt of the full consideration moneys the Transferor shall place the Transferees in vacant and peaceful possession of the said Office No. 4 (Four) as and incidental to the transfer of the shares held by the Transferor in the said Society to and in favour of the Transferees.



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S.S. Shakh.
P.S. Shakh.

(8) Upon receipt of the full consideration moneys the Transferees will be entitled to get the electricity bill in respect of the electric meters for supply of electricity to the said Office No. 4 (Four) transferred to his name in the records of B.E.S.T. Undertaking.

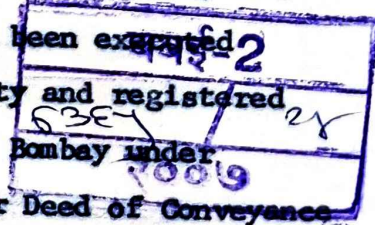
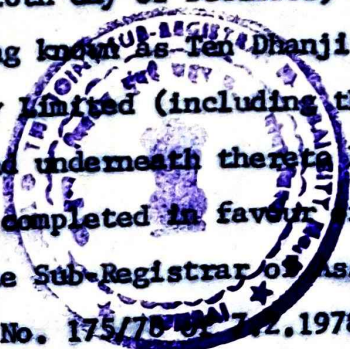
(9) The Transferor declares and confirms that upon payment of full consideration moneys the Transfer-ees and their heirs, executors and administrators shall and will at all times be entitled to use, occupy and possess the said Office No. 4 (Four) as also said Ten shares without any interruption, claim or demand of whatsoever nature either from the Transferor or any other person or persons lawfully or equitably claiming by, from, through, under or in trust for the Transferor.



(10) The Transferor hereby agrees that he and his heirs, executors and administrators shall and will at all times hereafter at any time whenever called upon the Transferees or their Advocates do and execute and perform such lawful acts, deeds, matters and things whatsoever more perfectly securing the said Ten shares and the occupancy rights in respect of the said Office No. 4 (Four).

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Mrs.

(11) The Transferor ^{and transferees} declares that by a Deed of Assignment dated 26th day of December, 1977 in respect of the said building known as Ten Dhanji Street Premises Co-operative Society Limited (including the said office premises) and the land underneath thereof has already been executed and/or completed in favour of the society and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 175/78 of 12.1.1978 no further Deed of Conveyance and/or Deed of Assignment is contemplated and/or necessary and/or required to be executed in this transaction.



(12) All the costs, charges and expenses of and incidental to this agreement payable thereon including transfer charges payable to the said Society shall be borne and

Mrs.

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S.S. Shah.
P. Shah.

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paid by the Transferor and Transferees in equal shares, and stamp and other expenses if any by the Transferees only.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
by the withinnamed 'TRANSFEROR')
Shri Narottandas Godadji Shah)
Proprietor M/S. GODADJI DOSHI &)
CO., in the presence of :

For GODADJI DOSHI & CO.,

D. S. Shah
PROPRIETOR.

.....
D. S. Shah



SIGNED, SEALED AND DELIVERED BY)
the withinnamed 'TRANSFEREES' :

- 1) DHIREN SURENDRA SHAH,) (1) *D. S. Shah*
- 2) SHRIKANT SURENDRA SHAH and) (2) *S. S. Shah*
- 3) PIYUS SURENDRA SHAH, in the) (3) *P. S. Shah*

presence of
.....
D. S. Shah

RECEIVED the day and year)
first hereinabove written of and)
from the withinnamed Transferees)
a sum of Rs. 1,50,000/- (Rupees)
One Lakh Fifty Thousands only))
being the amount of earnest)
money to be by them paid to me,)
by Three different Cheques)
Bearing Nos. 59255, 59256 &)
59254 & 59243)
59255, drawn on Bank of)
India, Walkeshwar Branch, Bombay.)

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Rs. 1,50,000/- (6 Cheques)

I SAY RECEIVED
For GODADJI DOSHI & CO.,

D. S. Shah
PROPRIETOR.

D. S. Shah
S. S. Shah
P. S. Shah.